

SERIAL 03112 ROQ FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES

DATE OF LAST REVISION: October 04, 2006 CONTRACT END DATE: February 28, 2010

CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2007~~ FEBRUARY 28, 2010

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES
(NIGP 91858)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 21, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
David Smith, CAO' OFFICE
Diane Sikokis, GRC
Mirheta Muslic, Materials Management

(Please remove Serial 99182-RFP from your contract notebooks)



CONTRACT FEDERAL LEGISLATIVE AND ADVOCACY SERVICES

SERIAL 03112-ROQ

This Contract is entered into this 3RD day of December 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **WOLF BLOCK** ~~THE COMMONWEALTH GROUP~~, a WASHINGTON, DC. Corporation ("Contractor") for the purchase of Legislative and Advocacy services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of March 2004 and ending the 28th day of February ~~2007~~ **2010**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days before the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, description of services and price.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B".

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 *Automobile Liability.* Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.2 *Workers' Compensation.* The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE, THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days before the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Wolf Block Commonwealth Group Inc.
Attn: ~~Christopher T. Cushing~~ **Theresa Dinman**
1401 New York Avenue, NW, Suite 810
Washington, DC. 20005

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days before the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

THE COMMONWEALTH GROUP INC.



AUTHORIZED SIGNATURE

Christopher T. Cushing
1401 New York Avenue NW, Suite 810
Washington, DC 20005

11/24/2003

DATE

MARICOPA COUNTY


BY: 

CHAIRMAN, BOARD OF SUPERVISORS

1/28/04

DATE

ATTESTED:



CLERK OF THE BOARD

1/29/04

DATE

012104

APPROVED AS TO FORM:



MARICOPA COUNTY ATTORNEY
DEPUTY MARICOPA COUNTY ATTORNEY

1/26/4

DATE

EXHIBIT "A" 03112-ROQ

We are committed to providing high quality, cost-conscious services to our clients. For the services we have outlined, The Commonwealth Group will charge Maricopa County \$7,000 per month; totaling \$84,000 annually for each year the agreement is in effect. This fee will cover all normal expenses incurred in the course of our work, excluding hard expenses. Hard expenses are defined as travel and lodging, as requested and approved by the County, for the minimum two personal visits to the County.

The Commonwealth Group will not charge Maricopa County for telephone calls, facsimiles, delivery charges, or meals incurred under the performance of its obligations under this agreement.

SERIAL 03112-ROQ, Class Code P089521, NIGP

PRICING SHEET

BIDDER NAME:	<u>The Commonwealth Group Wolf Block</u>
F.I.D./VENDOR #:	
BIDDER ADDRESS	<u>1401 New York Avenue, NW, Suite 810, Washington, DC 20005</u>
P.O. ADDRESS	
BIDDER PHONE #:	<u>202-789-4040</u>
BIDDER FAX#:	<u>202-789-4242</u>
COMPANY WEB SITE:	<u>www.commonwealth-group.com</u>
COMPANY CONTACT (REP):	<u>Christopher T. Cushing Theresa Dinman</u>
E-MAIL ADDRESS (REP):	<u>ccushing@commonwealth-group.com tdinman@wolfblock.com</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.
 FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
 BIDDER MUST INITIAL THE SECTION BELOW.

NET 30 YES

1.0 FEES

1.4	YEARLY RETAINER (TO BE BILLED AT ABOVE RATES)	
	PAID MONTHLY	
	TOTAL YEARLY RETAINER	\$ 84,000.00
	JANUARY	\$ 7,000.00
	FEBRUARY	\$ 7,000.00
	MARCH	\$ 7,000.00
	APRIL	\$ 7,000.00
	MAY	\$ 7,000.00
	JUNE	\$ 7,000.00
	JULY	\$ 7,000.00
	AUGUST	\$ 7,000.00
	SEPTEMBER	\$ 7,000.00
	OCTOBER	\$ 7,000.00
	NOVEMBER	\$ 7,000.00
	DECEMBER	\$ 7,000.00

EXHIBIT “B” 03112

1.0 INTENT:

To provide advocacy services and act as a liaison between the County and members of the United States Congress, the Executive Branch, federal executive offices, agencies and others as directed by Maricopa County. The advocate will report to the five-member Maricopa County Board of Supervisors, the County Administrative Officer, and the Director of Government Relations.

2.0 SCOPE OF SERVICES:

Maricopa County seeks an individual and/or firm who will act as the Washington, D.C. federal legislative representative of Maricopa County and who will provide, at a minimum, the following comprehensive services:

- 2.0.1 Perform as the Washington, D.C. advocate for Maricopa County and act as a liaison between the County and the members of the United States Congress, the executive branch, federal executive offices and agencies, and other officials as directed by the County. The advocate will report to the five-member Maricopa County Board of Supervisors, the County Administrative Officer and the Director of Government Relations.
- 2.0.2 Provide research and information to the County on Federal administrative policy; funding and grant opportunities for County programs; reports and memoranda impacting County operations; information on Congressional hearings, reports, and testimony on issues affecting County programs; briefing on emerging issues that affect the County.
- 2.0.3 Report on and advise the County on Federal legislation, proposed and adopted, and Administrative actions, which affect County programs. Reporting will include a monthly written report on major activities and accomplishments which is keyed to the Board of Supervisors’ adopted priority issues, and at least two personal visits per year to the County which will include meetings with County administrative and elected officials and briefing the Board of Supervisors, the County Administrative Officer, and Government Relations staff. One of these visits will involve an annual discussion with the Board, CAO, and Government Relations staff on the effectiveness of the County’s advocacy efforts at the Federal level, the annual budget for those efforts and the contract’s scope of services. Any consultant and/or staff recommendations with regard to the advocacy efforts and contract will be reviewed by the CAO and subject to the approval of the Board of Supervisors.
- 2.0.4 Work with the County to develop legislation and amendments to legislation, which accomplish specific County goals and objectives.
- 2.0.5 Represent the County in meetings with members of Congress, Federal agencies, boards, commissions, committee and other bodies.
- 2.0.6 Arrange for meetings and provide materials for County Supervisors and Officials in Washington, D.C. and possible other venues. This will include facilitating meetings and assisting county officials and staff when they are meeting with members of Congress, including leadership when deemed appropriate, testifying before Congressional Committees and administrative agencies, conducting any County business in Washington, D.C., and attending national conferences.
- 2.0.7 Comply with all County procedures for billing and accounting for the cost of services performed and maintain records pertaining to the financial and performance aspects of the agreement.

- 2.0.8 Agree not to engage in private litigation against the County or accept other legislative representation or advocacy that does or may reasonably be expected to conflict with the County's legislative positions in any subject area without first obtaining written permission to do so from the Office of the Maricopa County Attorney, in the case of private litigation, or the Director of Government Relations, in the case of legislative representation or advocacy, as applicable.

2.1 ISSUES OF PARTICULAR CONCERN TO MARICOPA COUNTY:

The following issues are ones in which Maricopa County has particular ongoing interest:

- 2.1.1 Homeland Security issues
 - 2.1.2 Health Care issues, including Medicaid and Disproportionate Share (DSH) funding; Public Health issues; and Funding of Undocumented Aliens issues
 - 2.1.3 Social Services issues, including Affordable Housing and Homeless services assistance, Social Services Block Grants (SSBG), Job-Training, and Workforce Development
 - 2.1.4 Land Use issues, including federal preemption of local Planning and Zoning authority, funding for land acquisition for open space preservation, and allocation of federal Land and Water Conservation Fund (LWCF) monies
 - 2.1.5 Transportation issues, including TEA-21
 - 2.1.6 Public Works and Flood Control issues
 - 2.1.7 State Criminal Alien Assistance Program (SCAAP) funding
 - 2.1.8 Federal military base maintenance assistance
 - 2.1.9 Appropriations and Grant opportunities, including the areas of Land Use, Parks and Recreation, Criminal Justice, Transportation, Health, and Environment
- 2.2 Devise legislative and administrative strategies for Maricopa County to achieve success in the authorization and appropriations process. Research existing appropriations and programs for possible funding, draft new legislative language if necessary, and determine the most realistic appropriations programs that meet the interests and funding levels established and/or contemplated by Congress.
- 2.3 Meet at least twice a year with County officials. Meet early in the calendar year with County administrative and elected officials to make recommendations for advocacy efforts for the coming year, subject to the approval of the Board of Supervisors. Also, meet toward the end of each calendar year, after Congress has concluded its session, to brief the Board of Supervisors, the County Administrative Officer, and the government relations staff on the effectiveness of the County's advocacy efforts.
- 2.4 Congressional CONTACTS
Maintain contact with the Arizona Congressional delegation and other key members of the House and Senate. Priority shall be in engaging the House and Senate Appropriations Committees on behalf of federal funding opportunities. Schedule visits, provide briefing books, accompany County officials on Congressional visits, and perform any appropriate support services.
- 2.5 EXECUTIVE BRANCH AND AGENCY CONTACTS

Executive Branch and agency support will be provided to the County.
- 2.6 SUPPORT OF Board OF SUPERVISORS TRAVEL AND COUNTY BUSINESS IN WASHINGTON, DC

When a Maricopa County official arrives in Washington for federal business, contractor will assist in all phases including arranging mutually agreed-upon appointments, provide briefing materials, talking points and consult on testimony. When appropriate, accompany officials on their visits in Washington.

2.7 FEDERAL POLICY ENVIRONMENT

Work with the County to conduct an "Information Inventory" of your needs, resources and federal objectives. Follow this with a written analysis and report that will assist in identifying priorities and choosing specific strategies and legislative tactics that can succeed.

2.8 Know What, How and When. Assist in identifying those issues on which the County has a realistic prospect of shaping policy and influencing the outcome. Know the allocation formulae, the key players and the points of contact based upon professional experience.

2.9 Work not only with key members of the Arizona delegation, but broaden the network of Maricopa County to include Congressional champions from other localities with similar interests, businesses and NGO's whose interests mirror the County's. Work closely with the National Association of Counties (NACo) and its Large Urban County Caucus to maximize the value of Maricopa County's membership, and focus national lobbying efforts in areas that will mean a real difference for Maricopa County, such as SCAAP, LLEBG, health care reimbursement, etc.

2.10 The preceding list is not an exclusive list and the advocate would work with the County to identify other issues of concern or interest to the County as well as additional grant opportunities

2.11 COORDINATION:

Representative shall coordinate all efforts with others assigned to similar tasks on behalf of the County by authorized County representatives to assist in particular legislative efforts.

2.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly or as requested by the Director of Government Relations, a usage report delineating all activity governed by the Contract. The County shall approve the format of the report.

THE COMMONWEALTH GROUP, WOLF BLOCK, 1401 NEW YORK AVENUE, NW SUITE 810,
WASHINGTON, DC 20005

P089521/B0604596/NIGP 91858

Terms:	NET 30
Vendor Number:	W000002622 X
Telephone Number:	202/789-4040
Fax Number:	202/789-4242
Contact Person:	Theresa Dinman
E-mail Address:	tdinman@wolfblock.com
Company Web Site:	www.commonwealth-group.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2007 2010.